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January 21, 2015

Via ECF and Electronic Mail

The Honorable Andrew L. Carter
U.S. District Court Judge
U.S. District Court for the Southern District of New York
40 Foley Square, Room 435
New York, New York

Re: Philadelphia Indemnity Insurance Co. v. SC Academy Holdns, Inc., et al., 1:14-cv-07025-ALC

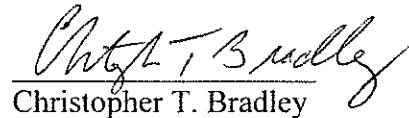
Dear Judge Carter:

The undersigned represents Plaintiff, Philadelphia Indemnity Insurance Company in the above-captioned action.

For purposes of clarification, we would like to note that under New Jersey's choice-of-law rules, specifically the "government interest analysis" referenced in Judge Millenky's January 14, 2015 letter, the decision as to whose law to apply is "...made issue by issue on the basis of which state has the greatest interest in the application of its own law to *that issue*." *Gantes v. Kason Corp.*, 145 N.J. 478, 498, 679 A.2d 106, 115 (1996) (emphasis added) (citing *Veazey v. Doremus*, 103 N.J. 244, 248, 510 A.2d 1187 (1986)).

Judge Millenky's Order relates solely to the narrow issue raised in Plaintiff Culinary Academy's Motion for Partial Summary Judgment. Judge Millenky did not rule as to whether there was an actual conflict on other important issues in this case, i.e. where New York public policy differs from New Jersey law, such as the insurability of restitution, punitive damages, etc.

Respectfully submitted,


Christopher T. Bradley